



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 30, 2003

IN REPLY PLEASE  
REFER TO FILE: **MP-6**  
**19.042**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LOS ANGELES COUNTY DRAINAGE AREA PROJECT  
LOS ANGELES RIVER - PARCELS 76 AND 77 - PIPELINE EASEMENT AGREEMENT  
LOS ANGELES RIVER - PARCEL 485 - COVENANT  
CITIES OF PARAMOUNT AND LONG BEACH  
SUPERVISORIAL DISTRICT 4  
3 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the enclosed Pipeline Easement Agreement between the Los Angeles County Flood Control District and Chevron U.S.A. Inc. to construct, operate, and maintain pipelines, a pipe bridge, facilities, and appurtenances over the Los Angeles River, Parcels 76 and 77, north of Rosecrans Avenue, in the City of Paramount.
2. Instruct the Chair to sign the Pipeline Easement Agreement and authorize delivery to Chevron.
3. Approve the enclosed Covenant between the City of Los Angeles, the City of Long Beach, and the Los Angeles County Flood Control District which restricts the Cities from making certain improvements to their railroad bridge that would reduce the capacity of the Los Angeles River. The property affected by this Covenant is located at the Los Angeles River, Parcel 485, south of Compton Creek, in the City of Long Beach.
4. Instruct the Chair to sign the Covenant and authorize delivery to the Cities of

Los Angeles and Long Beach.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

These actions will allow the District to grant a replacement easement to Chevron and to execute a Covenant document involving the Cities of Los Angeles and Long Beach.

Chevron owns a pipe bridge located over the Los Angeles River, north of Rosecrans Avenue, in the City of Paramount. It was necessary to remove and relocate the bridge approximately 22.5 feet south of its existing location as part of the Los Angeles County Drainage Area Project. On October 5, 1999, your Board executed a Reimbursement Agreement between the District and Chevron to reimburse Chevron for removing and relocating the bridge and authorized the District to grant Chevron the necessary easements required for the operation and maintenance of its new facilities. Chevron has agreed to quitclaim the surplus easement, resulting from the removal of the original bridge, back to the District.

The LACDA Project also involved reconstruction of a railroad bridge jointly owned by the Cities of Los Angeles and Long Beach located across the Los Angeles River, Parcel 485, south of Compton Creek, in the City of Los Angeles. As a condition of the reconstruction, the U.S. Army Corps of Engineers required the Cities to execute the enclosed Covenant and agree to refrain from certain construction activities that would reduce the flow capacity in the Los Angeles River unless approval is obtained from the District.

### **Implementation of Strategic Plan Goals**

This action is consistent with the Strategic Plan Goal of Service Excellence as these transactions will ensure the flood carrying capacity of the Los Angeles River is maintained in the future, which improves the quality of life in the County.

### **FISCAL IMPACT/FINANCING**

None.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In addition to the easement rights conveyed, the Pipeline Easement Agreement outlines each agency's responsibilities regarding future relocations, damages, and indemnification. The Pipeline Easement Agreement and Covenant were approved by County Counsel and

The Honorable Board of Supervisors  
April 30, 2003  
Page 3

will be recorded.

### **ENVIRONMENTAL DOCUMENTATION**

With respect to the requirements of the California Environmental Quality Act, the Final Environmental Impact Report for the LACDA Project was approved by your Board on April 6, 1995, and recertified on September 3, 1996.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

None.

### **CONCLUSION**

This action is in the District's best interest. Enclosed are an original and two duplicates each of the Pipeline Easement Agreement and Covenant. Please have the originals and duplicates of the Pipeline Easement Agreement and the Covenant signed by the Chair and acknowledged by the Executive Officer of the Board of Supervisors. Please return the executed originals and one duplicate of each to this office, retaining a duplicate of each for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

DR:in  
P6:bILACDA76

Enc.

cc: Chief Administrative Office  
County Counsel

# ORIGINAL

RECORDING REQUESTED BY  
AND MAIL TO:

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
P.O. Box 1460  
Alhambra, CA 91802-1460  
Attn: Mapping & Property  
Management Division  
R/W Engineering Section

*Space Above This Line Reserved for Recorder's Use*

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO  
SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS BEING RECORDED TO CLEAR THE TITLE TO  
LAND BEING VESTED IN THE LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

File with: **LOS ANGELES RIVER 485**  
Affects Parcel 4  
19-RW 52  
A.P.N. 7133-017-906 (Portion)  
T.G. 765 (C5)  
I.M. 054-217  
Fourth District  
E0498420

## COVENANT

THE CITY OF LOS ANGELES, a municipal corporation and THE CITY OF LONG BEACH, a municipal corporation, acting by and through their respective Boards of Harbor Commissioners, hereinafter referred to as "Cities", do hereby grant to the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "District" for valuable consideration including the District's commitment to maintain the pier extensions and training walls located on the property described hereinbelow, receipt of which is hereby acknowledged, a perpetual and assignable covenant for the purposes stated herein, wherein Cities shall retain all rights to use their property but shall refrain from certain activities that would reduce the capacity of the Los Angeles River in, on, under, and across the real property in the City of Long Beach, County of Los Angeles, State of California, described in Exhibit "A", attached hereto and by this reference, made a part hereof.

1. Unless otherwise agreed pursuant to Provision 2 below, Cities covenant that they will refrain from: lowering the bridge soffit; attaching utilities or other obstructions below the bridge soffit; increasing the number, thickness or length of the bridge piers; changing the alignment of the bridge piers; modifying the abutments that would encroach into the Los Angeles River; modifying the lining of the slopes and invert of the Los Angeles River; and constructing, replacing, modifying, or making any permanent improvements that would reduce the flow capacity of the Los Angeles River, as reflected in the final plans approved by Cities.
2. Notwithstanding the provisions stated in Provision 1 above, Cities may make permanent improvements and or modifications to their property that would affect the flow capacity of the Los Angeles River provided that:
  - A. Cities shall first submit plans and specifications for any such modifications, and the Chief Engineer of the Los Angeles County Flood Control District provides written approval of such work as being consistent with the operation and maintenance requirements of the flood control project known as the Los Angeles County Drainage Area, California, Rio Hondo/Los Angeles River from Whittier Narrows Dam to Pacific Ocean Project. Such approval shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever. The District does not accept any ownership or responsibility for the improvements.
  - B. Cities shall bear all costs associated with any model testing and all required modifications of the Los Angeles River resulting from work performed by Cities pursuant to Provision No. 2 of this Covenant.
  - C. In the event of an emergency, which is defined as situations in which normal railroad operations are out of service due to disruption of the railroad's facilities or that it is imminent that lives are endangered or material or substantial environmental damage will result if required work is delayed, and Cities must

and the emergency work or repairs taken by Cities to secure their property. Within thirty (30) days of completion of the emergency work, Cities shall consult with District to determine if the flow capacity in the Los Angeles River has been impacted, and obtain the necessary approvals as required in Provisions A and B herein.

3. Cities reserve all such rights and privileges as may be used without interfering with or abridging the rights hereby acquired.
4. This Covenant shall run with the land and be binding upon Cities, their respective successors and assigns, so long as the District continues to use the property for flood control purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Covenant to be executed by their duly authorized officers on this 2 day of March, 2001.

THE CITY OF LOS ANGELES, a municipal corporation,  
Acting by and through its Board of Harbor Commissioners

By \_\_\_\_\_

*[Signature]*  
Executive Director  
Los Angeles Harbor Department

(City Seal)  
Attest:

By \_\_\_\_\_

City Clerk 9-4-02



Approved as to Form:

JAMES K. HAHN, City Attorney

By \_\_\_\_\_

Date 3/1/01

THE CITY OF LONG BEACH, a municipal corporation,  
Acting by and through its Board of Harbor Commissioners

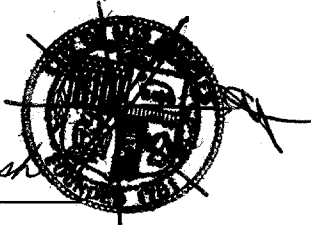
By \_\_\_\_\_

*[Signature]*  
Executive Director  
Long Beach Harbor Department

(City Seal)  
Attest:

By \_\_\_\_\_

ACTING City Clerk



Approved as to Form:

Robert E. Shannon, City Attorney

By \_\_\_\_\_

Date 2/20/01

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
a body corporate and politic

By \_\_\_\_\_  
Chair, Board of Supervisors of the  
Los Angeles County Flood Control District

(LACFCD-SEAL)

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED as to form  
LLOYD W. PELLMAN, County Counsel

By  \_\_\_\_\_  
Deputy

OG:in:P:ConfclARVR485

## ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA )

) ss.

COUNTY OF LOS ANGELES )

On September 6, 2002, before me, Nancy L. Mitchell, Notary Public  
the undersigned, personally appeared Richard D. Steinke, Executive Director  
(insert name and title)

personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nancy L. Mitchell  
Signature

Nancy L. Mitchell  
(Name, Typed or Printed)



(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

## ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA )

) ss.

COUNTY OF LOS ANGELES )

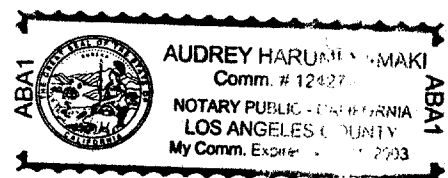
On April 18, 2001, before me, Audrey Harumi Yamaki  
the undersigned, personally appeared Bill Stein, Director of Administration  
(insert name and title)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Audrey Harumi Yamaki  
Signature

Audrey Harumi Yamaki  
(Name, Typed or Printed)



(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the facsimile signature of \_\_\_\_\_, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

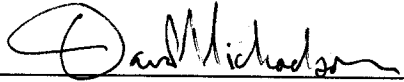
In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles

By \_\_\_\_\_  
Deputy

(LACFCD-SEAL)

APPROVED as to form  
LLOYD W. PELLMAN, County Counsel

By   
Deputy

APPROVED as to title and execution,  
\_\_\_\_\_, 20\_\_\_\_\_  
DEPARTMENT OF PUBLIC WORKS  
Mapping & Property Management Division

MARTIN J. YOUNG  
Supervising Title Examiner III

By \_\_\_\_\_



File with: **LOS ANGELES RIVER 485**  
Affects: Parcel No. 4  
19-RW 52  
A.P.N. 7133-017-906 (Portion)  
T.G. 765 (C5)  
I.M. 054-217  
Fourth District  
E0498420

**LEGAL DESCRIPTION**

All that portion of that certain parcel of land in Lot 6, Block D, of the Subdivision of a part of the Rancho San Pedro, known as "Dominguez Colony", as shown on map recorded in Book 32, pages 97 and 98, of Miscellaneous Records, in the office of the Recorder of the County of Los Angeles, described in deed to LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, recorded on October 30, 1956, in Book 52722, page 410, of Official Records, in the office of said Recorder, lying within the Los Angeles and Salt Lake Railroad Company's Right-of-Way, 90 feet wide, as shown on County Surveyor's Filed Map No. 10853, Sheet 4, on file in the office of the Director of the Department of Public Works of said County.

EXCEPTING therefrom that portion lying westerly of a line parallel with and 51 feet easterly, measured at right angles, from the easterly line of that certain 275-foot wide strip of land shown as PARCEL 8 on a map filed in Book 30, page 24, of Record of Surveys, in the office of said Recorder.

ALSO EXCEPTING therefrom that portion lying easterly of a line parallel with and 511 feet easterly, measured at right angles, from said easterly line.

Containing: 46,051± square feet

**EXHIBIT A**

**DUPLICATE**  
**RECORDING REQUESTED BY**  
**WHEN RECORDED MAIL TO:**

Chevron U.S.A., Inc.  
16301 Trojan Way  
La Mirada, CA 90638

*Space Above This Line Reserved For Recorder's Use*

Document transfer tax is \$ 0  
( ☒ ) computed on full value of property conveyed, or  
( ☐ ) computed on full value less value of liens and  
encumbrances remaining at time of sale

Assessor's Identification Number:  
A.I.N. 6236-037-901

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By Wayne R. Thoma

**PIPELINE EASEMENT AGREEMENT**

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

TO

CHEVRON U.S.A., INC.

File with: LOS ANGELES RIVER 76  
Affects Parcel 77  
19-RW 45.2  
S.D. 4 E0496012

## PIPELINE EASEMENT AGREEMENT

A.I.N. 6236-037-901 (Portion)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, ("District") does hereby grant, bargain, sell and convey to CHEVRON U.S.A., INC., a Pennsylvania corporation ("Chevron"), a nonexclusive easement, in perpetuity, in, on, over, under and through certain land, situated in the City of Paramount, County of Los Angeles, State of California, described more particularly in Exhibit "A" which is attached hereto and by this reference made a part hereof ("Property").

WHEREAS, District owns the fee title to the real property known as the Los Angeles River, described in Deeds recorded in Book 6102, page 265, in Book 1102, page 164, both of Official Records, in the office of the Recorder of the County of Los Angeles; and

WHEREAS, District is the owner of certain easements for flood control purposes, as shown and dedicated by the map of Tract No. 11342, filed on September 15, 1937, in Book 203, pages 38 and 39, of Maps, in the office of the Recorder of said County and as granted by Deed recorded in Book 7155, page 387, of said Official Records; and

WHEREAS, Chevron, as successor in interest to Standard Oil Company of California, owns, operates, and maintains certain easements recorded as follows in the office of the Recorder of said County:

September 7, 1911	Book 4672, Page 190 (Deeds)
October 26, 1916	Book 6382, Page 40 (Deeds)
September 28, 1911	Book 4694, Page 224 (Deeds)
December 30, 1913	Book 5690, Page 92 (Deeds)
May 9, 1922	Book 1180, Page 35 (Official Records)
October 8, 1955	Book 49633, Page 388 (Official Records)
October 22, 1955	Book 49633, Page 232 (Official Records); and

WHEREAS, on August 10, 1995, the County of Los Angeles, acting on behalf of the Los Angeles County Flood Control District, entered into a Project Cooperation Agreement with the U.S. Army Corps of Engineers for the construction of the Los Angeles County Drainage Area, California Flood Control Project, hereinafter referred to as the "LACDA Project." Said Agreement is incorporated herein by this reference; and

WHEREAS, for the purposes of this Pipeline Easement Agreement, the LACDA Project involves improving the flood carrying capacity of the lower Los Angeles River by raising the height of the existing levees; and

WHEREAS, Chevron's pipe bridge and pipelines and appurtenances located on said Property must be demolished and replaced to accommodate the LACDA Project; and

WHEREAS, on October 5, 1999 as Synopsis 39, the District's Board of Supervisors approved Agreement No. 72480 by and between Chevron and District defining District's and Chevron's responsibilities for the relocation of the pipe bridge and pipelines and appurtenances, and reimbursement thereof. Said Agreement is also incorporated herein by this reference.

NOW THEREFORE, District agrees to grant Chevron and Chevron agrees to accept the easement herein granted, subject to the following terms and conditions:

1. Easement Rights

Chevron shall have the right from time to time in the easement to survey, lay, construct, maintain, repair, renew, replace, protect, inspect, operate, change the size of, increase the number of, and remove pipelines ("Operation") for transporting oil, petroleum, petroleum products, gas, the products of each of the same, water, other liquids, gases or other substances. Said pipelines shall include all surface and subsurface appurtenances and facilities as are reasonably necessary or required in the judgment of Chevron for the Operation of said pipelines, including, but not limited to, valves, fittings, metering equipment, pipeline markers, electrical cable, and cathodic protection equipment, provided that such uses do not interfere with the operations of the District. Said pipelines, the pipe bridge, facilities, and appurtenances are hereinafter collectively referred to as "Pipeline Facilities."

Chevron agrees it will not perform or arrange for the performance of any construction or reconstruction work, in, on, over, under, and across the Property until the plans and specifications for such construction or reconstruction work shall have first been submitted to and been approved in writing by the Chief Engineer of the Los Angeles County Flood Control District. Such approval by the District shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever. District does not accept ownership or responsibility for Chevron's improvements.

District will not be called upon to construct, repair, maintain, or reconstruct any structure or improvements erected or constructed pursuant to the rights granted herein.

2. Right of Ingress and Egress

This easement shall carry with it the right of ingress and egress to, from, over and across the Property, with the right to use existing roads or other practical route(s) to reach the Easement or, during temporary periods, use additional portions of the Property along and adjacent to the Easement to carry out the rights granted hereunder; provided, however, that Chevron's rights of ingress and egress, and use of additional Property shall not unreasonably interfere with the operations of District.

3. Responsibility for Expenses/Costs

The Operation of Chevron's Pipeline Facilities shall be at Chevron's sole cost and expense, except as set forth in Section 4 (*Relocation*), and except to the extent such Operation by Chevron is required as a result of the acts, omissions, negligence, willful misconduct, or breach of this agreement by District or by District's agents, invitees, employees, or contractors.

4. Relocation

Should District, at any future date, reasonably desire that Chevron relocate any portion of the Pipeline Facilities, which shall include but not be limited to a lowering of the Pipeline Facilities, and including any additional pipelines added to the easement subsequent to the date of this agreement, to another location on the Property, said relocation shall be performed by Chevron at the sole cost and expense of District, including all liability arising out of or resulting from such relocation, only if Chevron's rights, title, and estates have priority over District's rights, title, and interest. District shall grant Chevron a new easement, if necessary, at no cost to Chevron, at a location mutually agreed upon by District and Chevron. District shall provide Chevron with a minimum of 180 days notice of its desire to have Chevron relocate its Pipeline Facilities.

By execution of this easement, District does not acknowledge that Chevron's rights are paramount or prior to any title or estates of District.

5. Damages

Chevron shall repair, restore or compensate District for all damage to its Property, including any improvements constructed or placed thereon, except to the extent such damage is caused by the acts, omissions, negligence or willful misconduct of District, its agents, invitees, employees, or contractors.

6. Easement Area Clear and No Impairment by District

District agrees that it will not impair or interfere with Chevron's rights granted herein. Chevron agrees that it will not impair or interfere with District's operation and maintenance of its Property.

7. Indemnification

District shall indemnify, defend, and hold Chevron and its affiliates harmless from and against any and all loss, cost, damage, or expense, including reasonable attorney's fees, that may arise from District's breach of its obligations under this section.

Chevron shall indemnify, defend, and hold District, its officers, agents, and/or employees from any and all liability, loss or damage to which District, its officers, agents, and/or employees may be subjected as the result of any act or omission by Chevron, and its affiliates, officers, agents and employees arising as the result of its exercise of any of the rights granted herein, or the performance of any of its obligations.

8. Company Property

Unless the parties otherwise agree in writing, the Pipeline Facilities shall at all times remain the personal property of Chevron, notwithstanding that they may be annexed or fixed to the land and may at any time and from time to time be removed in whole or in part by Chevron.

9. Notices

All notices and other communications required under this Agreement shall be in writing, and delivered personally or sent certified mail or via facsimile to the party set forth below:

Attention:  
Chevron U.S.A., Inc.  
16301 Trojan Way  
La Mirada, CA 90638  
Fax (714) 228-1524

Attention:  
Los Angeles County Flood Control District  
900 South Fremont Avenue  
Alhambra, CA 91803  
Mapping & Property Management Division  
Fax (626) 289-3618

Notice will be deemed received on the date of delivery if delivered in person, on the third (3rd) business day, if mailed, and on the date transmitted, if transmitted by facsimile, provided that oral or written confirmation of receipt is obtained by the sender from a party at the location where the facsimile has been received. Any change in address may be accomplished by delivery of notice in compliance with this Section.

10. Assignment

This Easement and the rights herein granted may be assigned by Chevron together or separately in whole or in part at any time without the consent of District.

11. Binding Obligation

All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, devisees, legal representatives, successors, and assigns of the parties hereto, including all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

12. Severability

If any provision of this agreement is or becomes illegal, or is found to be null or void for any reason, or is held unenforceable by a court of competent jurisdiction, the remaining portions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate this 12<sup>TH</sup> day of FEBRUARY, ~~2004~~ 2002 ("Effective Date") by and through their respective duly authorized officers.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
a body corporate and politic

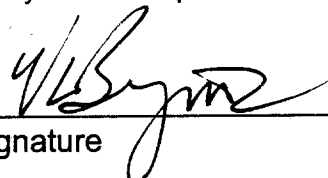
(LACFCD-Seal)

By \_\_\_\_\_  
Chairman, Board of Supervisors of the  
Los Angeles County Flood Control District

ATTEST:  
VIOLET VARONA-LUKENS, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles

By \_\_\_\_\_  
Deputy

CHEVRON, U.S.A., INC.,  
a Pennsylvania corporation

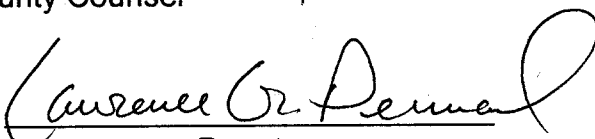
By  2/12/02  
Signature Date

Corporate Seal

By \_\_\_\_\_  
Signature Date

APPROVED AS TO FORM AND CONTENT

LLOYD W. PELLMAN  
County Counsel

By   
Deputy

OG:adg  
P6\CHEVRON AMEND



File with: **LOS ANGELES RIVER 76**  
Affects: **Parcel No. 77**  
**I.M. 32**  
**19-RW 45.2**  
**Fourth District**  
**T.G. 735 (E3)**  
**A.M.B. 6236-037-901 (Portion)**

**DESCRIPTION**

(Grant of easement for pipeline purposes)

Those portions of Lot 1, Range 10, and Lot 1, Range 11, both of Temple and Gibson Tract, as shown on map recorded in Book 32, pages 45 and 46, of Miscellaneous Records, in the office of the Recorder of the County of Los Angeles, within a strip of land 22.5 feet wide, the southerly and southwesterly sidelines of said strip of land being described as follows:

Beginning at the intersection of that certain course having a bearing and length of N. 38°49'12" E. 318.17 feet in the southeasterly boundary of that certain parcel of land described as PARCEL NO. 1 in deed recorded on March 15, 1968, in Book D3941, page 655, of Official Records, in the office of said Recorder, and a line parallel with and 37.50 feet southwesterly, measured at right angles, from that certain course described as having a bearing and length of "South 52°55'58" East 513.5 feet" in that certain 20-foot wide strip of land described in deed recorded on June 21, 1956, in Book 51528, page 381, of said Official Records; thence South 52°55'43" East along said parallel line, a distance of 542.07 feet; thence South 84°55'45" East 13.57 feet to the northwesterly boundary of that certain parcel of land described in deed recorded on May 9, 1977, as Document No. 77-474911, of said Official Records.

The northerly and northeasterly sidelines of the above-described 22.5-foot wide strip of land shall be shortened at the angle point so as to terminate at its point of intersection, shortened at the beginning thereof so as to terminate in the northerly line of said Lot 1 of Range 10, and prolonged at the ending thereof so as to terminate in said northwesterly boundary.

The area of the above-described parcel of land is 12,145 square feet, more or less.

**APPROVED AS TO DESCRIPTION**  
March 19, 2002  
• **COUNTY OF LOS ANGELES**  
By [Signature]  
**SUPERVISING CADASTRAL ENGINEER II**  
Mapping and Property Management Division

**EXHIBIT A**

STATE OF CALIFORNIA                    )  
                                                  ) ss.  
COUNTY OF LOS ANGELES            )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the facsimile signature of \_\_\_\_\_, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles

By \_\_\_\_\_  
Deputy

(LACFCD-SEAL)

APPROVED as to form  
LLOYD W. PELLMAN, County Counsel

By Laurence G. Pellman  
Deputy

APPROVED as to title and execution,  
\_\_\_\_\_, 20\_\_\_\_\_  
DEPARTMENT OF PUBLIC WORKS  
Mapping & Property Management Division

MARTIN J. YOUNG  
Supervising Title Examiner III

By \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF KERN

On February 12, 2002, before me, Darlene McGlothin, Notary Public, personally appeared **V. L. BYERS, III**, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument in his authorized capacity, and that by his signature on the within instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

**WITNESS** my hand and official seal.

Notary's Signature *Darlene McGlothin* (SEAL)

